



Request For Proposal - Professional Services

Environmental Consulting Santa Ana River Trail

**County of San Bernardino
Regional Parks Department
777 East Rialto Avenue
San Bernardino, CA 92415-0763
CCP05-02mas**

I. INTRODUCTION

A. Purpose:

The purpose of this Request for Proposal (RFP) is to solicit bids from qualified firms (VENDOR) to provide environmental consulting services for the County of San Bernardino (COUNTY) Regional Parks Department.

B. Period of Contract: The term of this contract will be for a period not to exceed the contract amount.

C. Minimum Vendor Requirements

All Vendors must:

1. Have a minimum of three- (3) years continuous experience providing environmental consulting services.
2. Provide a minimum of three (3) references of agencies you have contracted with, providing the same/or similar services as requested in this RFP, within the past 3 years.
3. Meet other presentation and participation requirements listed in this RFP.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, or State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 3:00 p.m. (local Time) on August 31, 2005 and** directed to the individual listed in Section F. All questions submitted will be answered at the proposal meeting. Questions submitted, asked and answered at the proposal meeting will be posted to the Website listed below on or before 5:00 p.m. on September 14, 2005.

www.sbcounty.gov then click on "Request for Proposals"

NOTE: Questions will not be accepted after the date and time listed above.

E. Mandatory Proposal Conference

There will be a Mandatory Proposer Conference at the General Services Building, **Main Conference Room**, 777 East Rialto Avenue, San Bernardino, California, at **10:00 a.m. (PST) on Wednesday, September 7, 2005.** **Attendance at the conference is mandatory.** Proposals will not be accepted from a vendor who fails to attend the proposal conference. The County may issue an addendum to the RFP after the proposal conference, if the County considers that additional clarifications are needed. Only those vendors represented at the proposal conference will receive addenda.

F. Correspondence

All correspondence, including proposals, are to be submitted to:

**County of San Bernardino
Regional Parks Department
ATTN: Jeff Weinstein, Park Planner III
777 East Rialto Avenue
San Bernardino, CA 92415-0763
Fax Number: (909) 387-2052
Email: jweinstein@parks.sbcounty.gov**

- Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

G. Proposal Submission Deadline.

All proposals must be received at the address listed in Section F. Correspondence, no later than **3:00pm on October 4, 2005.** Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

H. Admonition to Vendors

As of the issuance of this RFP, Vendors are specifically directed not to contact county personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can presented in writing as indicated in Paragraph D.

II. PROPOSAL TIMELINE

Release of RFP	August 16, 2005
Deadline for Submission of Questions	3:00 p.m. on August 31, 2005
Mandatory Proposer Meeting	10:00 a.m. on September 7, 2005
Posting of Questions/Answers	5:00 p.m. on September 14, 2005
Deadline for Proposals	3:00 p.m. on October 4, 2005
Tentative Date for Awarding Contract	November 2005

*** * * END OF THIS SECTION * * ***

III. PROPOSAL CONDITIONS.

A. Contingencies

This Request for Proposal (RFP) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty - (180) days after the proposal opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

F. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

G. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

H. Award

Award of contract may or may not be an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

I. Level of Service

For any contract awarded as a result of the RFP, the County makes no assurances regarding the minimum or maximum number of contracts awarded from this solicitation and the County cannot guarantee a minimum number of hours of service.

J. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigation firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil action filed in a court of competent jurisdiction, or any matters filed by an administrative regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and conviction thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

Please do not include any additional information that is not required by this Request for Proposal.

IV. GENERAL REQUIREMENTS

SCOPE OF WORK

The County is accepting proposals for Environmental Consulting Services for the Santa Ana River Trail Phase I (Riverside/San Bernardino County Line to La Cadena Drive) and Phase III (Waterman Avenue to California Street). Portions of both sections of the trail do access the river although a majority of the trail structure remains along the flood control levees.

Work completed to date is as follows:

- For the Phase I portion of the trail an Initial Study has been completed and approved.

- The Phase III portion of the trail has been designed and environmental concerns have been identified.

Mapping and project documents are available at the Regional Parks Offices, 777 East Rialto Avenue, San Bernardino for review.

The proposed work will include the following:

Phase I – coordination and procurement of all necessary permits required for construction. Examples of the permits obtained for the adjacent project are attached as **Attachment C**. The bid should include attendance at meetings sufficient to procure permits.

Phase III – continued coordination with Caltrans for a final NEPA document which will include the development of an APE map; coordination and procurement of all required State, Federal permits for construction, and attendance at meetings. Additional environmental work required for this approximately four mile stretch of trail include kangaroo rat surveys, cultural resources studies, woolly star inventory and any other species identified for this stretch of the Santa Ana River.

Deliverable

Phase I – all permits necessary for construction and future use of the trail.

Phase III – approval from Caltrans for CEQA/NEPA including the APE map and all other permits necessary for the construction and future use of the trail.

Proposals must include the following information:

- A brief history of the firm.
- A listing of client's for the past three years.
- A list of similar projects for the past three years, description of work performed on these projects and a current status of project(s).
- Equipment and personnel that will be provided by the proposer.
- List of references, which can be contacted by San Bernardino County Regional Parks Department Staff.

V. REQUIREMENTS OF CONTRACT

A. GENERAL

1. Representation of the County

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Vendor Primary Contact

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY.

3. Change of Address

VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

5. Contract Assignability

Without the prior written consent of the COUNTY, the contract is not assignable by VENDOR either in whole or in part.

6. Contract Amendments

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the contract, shall be valid only when reduced to writing, executed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar days written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. VENDOR shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V.B. 1 **Indemnification**.

9. Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino COUNTY. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino COUNTY.

10. Jury Trial Waiver

VENDOR and COUNTY hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either VENDOR against COUNTY or COUNTY against VENDOR on any matter arising out of, or in any way connected with this Agreement, the relationship of VENDOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

12. Labor Laws

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one- (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

15. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable

19. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten- (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six- (6) months.

20. Invoices

COUNTY will pay VENDOR for its services under this contract, one month in arrears, and upon satisfactory submission and approval of all itemized invoices for that month. Final payment (10% of contract) will be held until final approval. Invoices should be submitted not later than the 15th of each month.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on VENDOR or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

22. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Agreement, subject to the requirements of Section V, A 7 (Termination for Convenience). Unless otherwise directed by County, Vendor may retain copies of such items.

23. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Vendor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or

d) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The VENDOR shall require the carriers of the above-required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, Vendors, and subcontractor.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

6. Proof of Coverage

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty- (30) days of receipt.

C. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation, in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and

evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.

In the event the COUNTY determines that VENDOR'S performance of its duties or other terms of this Agreement are deficient in any manner, COUNTY will notify VENDOR of such deficiency in writing or orally, provided written confirmation is given five- (5) days thereafter. VENDOR shall remedy any deficiency within forty-eight- (48) hours of such notification, or COUNTY at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the VENDOR under this Agreement or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

D. CONTRACT COMPLIANCE/EQUAL OPPORTUNITY

The VENDOR agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino county Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

E. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Must also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, county Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

*** * * END OF THIS SECTION * * ***

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. County may refuse to consider any proposal that is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."
5. **Proposals must be received no later than the date and time set forth in Section I. Introduction, Paragraph G - Proposal Submission Deadline at the location as specified in Section I. Introduction, Paragraph F – Correspondence.**

B. PROPOSAL PRESENTATION INSTRUCTIONS

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One – (1) original and three (3) copies, total of four (4), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in Vendor's quotation.
4. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 4:00 p.m., Mondays through Friday, excluding holidays observed by the

County and subject to the time specified for deliver on the proposal submission deadline. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The COUNTY reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The COUNTY realizes that factors other than price are important. As a result, price may not be the sole factor upon which the COUNTY'S decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The COUNTY will make the award based upon the proposal, which best meets, its need. The COUNTY may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

VII. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- (a) **Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR
- (b) **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- (c) **References** - Provide three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the COUNTY. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment B.
- (d) **Statement of Certification** – Include the following in this section of the proposal:
 - A concise statement of the services proposed and the cost.
 - A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened.
 - A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.
 - A statement that all declarations in the proposal and attachments are true and that this shall constitute a warrant, the falsity of which will entitle the County to pursue any remedy by law.
 - A statement that the Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - A statement that the Vendor agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Vendor's ability to perform the services as proposed; and

- A statement that the prospective Vendor, if selected will comply with all applicable rules, laws and regulations.
- (e) **Proposal Description** – A detailed description of the proposal being made.
- The proposal should address, but is not limited to, all terms in Section IV.
 - The proposal should include the following:
 - A brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these.
 - An explanation of any assumptions and/or constraints.
- (f) **Statement of Qualifications/Financial Information** – Include the following in this section of the proposal

- Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
- Statement that the Vendor does not have any commitments or potential commitments which may impact the Vendor's assets, lines of credit, guarantor letters, or ability to perform this Contract.
- A list of references for which vendor has provided similar services during the last three-(3) years. Please provide a description of the services provided and include the name, address, and telephone number of a person who the County can contact to verify the quality of services your organization/firm has provided.
- Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

(g) **Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

(h) **Insurance**

Submit evidence of ability to insure as stated in Section V. B, Indemnification and Insurance Requirements.

VIII. PROPOSAL EVALUATION AND SELECTION

A. Proposals will be subject to a review process developed by the County, which includes, but is not limited to (not necessarily in order of priority):

1. Analysis of mandatory submittal requirements.
2. Cost evaluation.
4. Reference checks and review of qualifications.

B. Evaluation Criteria

The successful Contractor will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required as follows:

- Responsiveness to RFP.
- Professional reputation of VENDOR.
- Adequacy of VENDOR's support staff or sub-contractors.
- Satisfaction of current/past clients.
- Depth and breadth of experience relative to this service.
- Cost.

All contractors will be rated on this basis. If negotiations with the highest rated proposer are not successful, the County will so notify the highest rated proposer and commence negotiations with the next highest rated proposer, and so on. County reserves the right to reject all proposals and to waive any irregularity in a proposal. Upon condition of successful negotiations, County shall notify all vendors who have submitted a responsive proposal of the County's intent to award contract.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a protest in writing to the Regional Parks Director provided the following stipulations are met:

1. Protest must be in writing
2. Must be submitted within ten calendar days of the date of the recommended award or denial of award letters.
3. Must state the grounds for protest.

The sole grounds for protest are that: (1) the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; (2) there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or (3) violation of State or Federal law. Protests will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written protest.

Protests must be received within ten (10) days of the date of the notice of intent to award contract. Failure to do so waives any objection. Regional Parks Director or designee shall consider the protest and respond in writing within ten days of receipt of the protest. The decision of the Regional Parks Director shall be final with respect to matters of fact. The protesting party may seek reconsideration of the Director's decision by submitting to the Director a request for reconsideration in writing within seven (7) days of the date the Director's decision on the protest is served, stating new facts or law which were not reasonably discoverable by the protesting party at the time prior to submitting the protest. The Director shall determine if grounds for reconsideration exist and shall notify the protesting party of his/her determination. If the Director determines that grounds for reconsideration exist, he/she shall consider the matter during a scheduled hearing, within thirty (30) days of receipt of the request for reconsideration.

All disputes and/or requests for reconsideration must be submitted to:

THOMAS A. POTTER, Director
Regional Parks Department
County of San Bernardino
777 East Rialto Avenue
San Bernardino, CA 92415-0763

E. Final Authority

The final authority to award an Agreement rests solely with the San Bernardino County Board of Supervisors.

*** * * END OF THIS SECTION * * ***

Attachment A – References

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)	# of pieces of letter-mail processed daily

The references listed above are being submitted in response to Environmental Services.

SIGNED BY/TITLE

DATE

NAME OF COMPANY

PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL SERVICES

VENDOR'S NAME *(name of firm, entity or organization):*

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation:

VENDORS SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____